

Grenville Pridham
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

In re GROUPON MARKETING AND SALES
PRACTICES LITIGATION

Case No. 3:11-md-02238-DMS-RBB
Pleading Type: Class Action

NOTICE OF MOTION and OBJECTOR
PRIDHAM'S MOTION FOR ATTORNEYS'
FEES AND COSTS

Judge: The Hon. Dana Sabraw
Hearing: December 14, 2012
Time: 1:30 P.M.
Location: Courtroom 10

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 14, 2012 at 1:30 p.m. in Courtroom 10 of the United States District Courthouse for the Southern District of California, which is located at 940 Front St., San Diego, California 91201, Objector ANDREA PRIDHAM will, and hereby does, respectfully move the Court for an Order granting Objector Pridham's Motion for Attorneys' Fees and Costs.

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1 This motion is based on this Notice, Objector's supporting Memorandum of Points and
2 Authorities, the pleadings and papers on file in this action, any replies in support of the motions, and on
3 such oral and documentary evidence and argument as may be presented at the time of the hearing.

4 DATED: November 14, 2012.

5 /s/ Grenville Pridham
6 Grenville Pridham
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11 Counsel for Objector Andrea Pridham

12 Objector Andrea Pridham, by and through her attorney, Grenville Pridham, hereby moves under
13 the common-fund doctrine for an award of costs in bringing her objection, which resulted in an
14 improvement to the settlement fund, an incentive award of \$500.00, and attorneys' fees in the amount of
15 \$18,750.00, *e.g.* 25% of the amount by which the settlement fund was increased. In support, Objector
16 Pridham provides a concurrently-filed Memorandum of Law and states as follows:

- 17 1. Andrea Pridham, a class member in this case, filed an objection to the 1st settlement
18 agreement reached by Defendant and Class Counsel. Specifically, she objected to an
19 improper *cy pres* provision which diverted a minimum \$75,000.00 from the settlement
20 fund to organizations which do not serve the interests of absent class members as required
21 under fluid recovery doctrine.
- 22 2. Objector Pridham's objection to the improper *cy pres* provision was significantly more
23 thoroughly supported than any of the arguments on the issue submitted by other objectors.
- 24 3. This Court rejected the first settlement and upheld Pridham's objection, holding that the
25 *cy pres* provision was improper but that it could not strike the provision and approve the
26 settlement, because only the parties themselves may effectuate such a change. In holding
27 the *cy pres* provision illegal, this Court relied heavily upon arguments and authority
28 presented in Pridham's objection.

- (a) Reimbursement of costs incurred in objecting to the settlement;
- (b) Attorneys' fees in the amount of \$18,750.00, (25% of the amount by which the settlement fund was increased); and
- (c) An incentive award of \$500.00 for protecting the interests of absent class members, which is equal to the amount awarded to the class representatives under the settlement.

/s/ *Grenville Pridham*
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